

STATE PROCUREMENT OFFICE

HONOLULU, HAWAII

LEGAL AD DATE: May 1, 1997

INVITATION FOR BIDS

NO. IFB-97-202-O

SEALED BIDS

FOR

FURNISHING AND DELIVERING

LADDERS, PLANKS AND SCAFFOLDS

DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
CENTRAL SERVICES DIVISION

will be received up to and opened at 2:00 p.m.

on

May 14, 1997

in the State Procurement Office, Kalanimoku Building, 1151
Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed
to Ms. Caroldynne Yamashita, 808/586-0566, or facsimile 808/586-
0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

06/03/96

LADDERS, PLANKS AND SCAFFOLDS
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
CENTRAL SERVICES DIVISION
IFB-97-202-0

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Hawaii General Excise Tax Lic.
I.D. No.: _____

Street Address

Social Sec. or Federal I.D. No.: _____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

The following bid is hereby submitted to furnish and deliver the following Ladders, Planks and Scaffolds as specified herein.

<u>Item No.</u>	<u>Description</u>	<u>Manufacturer's Brand Name & No.</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Bid Price</u>
GROUP I.					
1.	Step Ladder 4 feet, Aluminum with Molded Pail Shelf Kit Werner 404 / 76-3 or equal		11 ea.	\$_____	\$_____
2.	Step Ladder 6 feet, Aluminum with Molded Pail Shelf Kit Werner 406 / 76-3 or equal		19 ea.	\$_____	\$_____
3.	Step Ladder 8 feet, Aluminum with Molded Pail Shelf Kit Werner 408 / 76-3 or equal		7 ea.	\$_____	\$_____
4.	Step Ladder 10 feet, Aluminum with Molded Pail Shelf Kit Werner 410 / 76-3 or equal		1 ea.	\$_____	\$_____
5.	Double Step Ladder, 10 feet Aluminum Werner T410 or equal		1 ea.	\$_____	\$_____
6.	Extension Ladder, Flat Step, 20 feet, Aluminum Werner D1520-2 or equal		2 ea.	\$_____	\$_____
7.	Extension Trestle Ladder 10 feet, Aluminum Werner E410 or equal		2 ea.	\$_____	\$_____
8.	Step Ladder 4 feet, Fiberglass with Molded Pail Shelf Kit Werner 6204 / 76-2 or equal		7 ea.	\$_____	\$_____
9.	Step Ladder 6 feet, Fiberglass with Molded Pail Shelf Kit Werner 6206 / 76-2 or equal		5 ea.	\$_____	\$_____

<u>Item No.</u>	<u>Description</u>	<u>Manufacturer's Brand Name & No.</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Bid Price</u>
10.	Step Ladder 8 feet, Fiberglass with Molded Pail Shelf Kit Werner 6208 / 76-2 or equal		4 ea.	\$_____	\$_____
11.	Step Ladder 10 feet, Fiberglass with Molded Pail Shelf Kit Werner 6210 / 76-2 or equal		2 ea.	\$_____	\$_____
12.	Double Step Ladder 10 feet Fiberglass Werner T7210 or equal		1 ea.	\$_____	\$_____
13.	Double Step Ladder 12 feet Fiberglass Werner T7212 or equal		2 ea.	\$_____	\$_____
14.	Double Step Ladder 14 feet Fiberglass Werner T7414 or equal		1 ea.	\$_____	\$_____
15.	Extension Ladder, 24 feet, Flat Rung, Fiberglass Werner D6124-2 or equal		1 ea.	\$_____	\$_____
TOTAL SUM BID - GROUP I (Items 1-15):					\$_____
GROUP II.					
16.	Plank 12 feet Length x 12 inches Wide Aluminum Stinson 12HB or equal		2 ea.	\$_____	\$_____
17.	Plank 16 feet Length x 12 inches Wide Aluminum Stinson 16HB or equal		3 ea.	\$_____	\$_____
18.	Plank 20 feet Length x 12 inches Wide Aluminum Stinson 20HB or equal		3 ea.	\$_____	\$_____

<u>Item No.</u>	<u>Description</u>	<u>Manufacturer's Brand Name & No.</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Bid Price</u>
19.	Plank 12 feet Length x 14 inches Wide Aluminum Stinson 12JHB or equal		4 ea.	\$ _____	\$ _____
20.	Plank 16 feet Length x 14 inches Wide Aluminum Stinson 16JHB or equal		2 ea.	\$ _____	\$ _____
21.	Plank 20 feet Length x 14 inches Wide Aluminum Stinson 20JHB or equal		2 ea.	\$ _____	\$ _____
TOTAL SUM BID - GROUP II (Items 16-21):					\$ _____

GROUP III.

22.	Scaffold, Aluminum 4-1/2 feet Wide Span, 8 feet Length				
a.	Base Section 6'6" Adjustable to 7'6" 2 - Horizontal Braces 4 - Diagonal Braces 2 - Span Scaffold Boards 2 - End Frame Assemblies End Frame Assembly includes: 1 - End Frame 2 - Locking 5" Casters 2 - Adjustable Legs 2 - Safety Nuts				
	Werner Aldek 4202 or equal		6 ea.	\$ _____	\$ _____
b.	4' High Upper Section 2 - Horizontal Braces 4 - Diagonal Braces 2 - End Frame Assemblies End Frame Assembly includes: 1 - End Frame 2 - Interlock Clips				
	Werner Aldek 4208 or equal		5 ea.	\$ _____	\$ _____

Offeror _____

<u>Item No.</u>	<u>Description</u>	<u>Manufacturer's Brand Name & No.</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Bid Price</u>
GROUP III. (continued)					
c.	5-1/2' High Upper Section 2 - Horizontal Braces 4 - Diagonal Braces 2 - End Frame Assemblies End Frame Assembly includes: 1 - End Frame 2 - Interlock Clips		9 ea.	\$ _____	\$ _____
	Werner Aldek 4205 or equal				
d.	Guard Rail Assembly 4 - Horizontal Braces 1 - Diagonal Brace 2 - End Frame Assemblies End Frame Assembly includes: 1 - End Frame 2 - Interlock Clips				
	Werner Aldek 4211 or equal		5 ea.	\$ _____	\$ _____
e.	Outrigger Rolling Supports (Set of 2 Pairs) Pair consists of: 2 - Diagonal Braces 2 - Outrigger Frames Outrigger Frame includes: 1 - Support Frame 2 - Locking 5" Casters 2 - Adjustable Legs 2 - Safety Nuts				
	Werner Aldek 4120 or equal		6 ea.	\$ _____	\$ _____

<u>Item No.</u>	<u>Description</u>	<u>Manufacturer's Brand Name & No.</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Bid Price</u>
GROUP III.	(continued)				
23.	Scaffold, Aluminum 29 inch Narrow Span, 8 feet Length				
a.	Base Section 6'6" Adjustable to 7'6" 2 - Horizontal Braces 2 - Diagonal Braces 1 - Span Scaffold Boards 2 - End Frame Assemblies End Frame Assembly includes: 1 - End Frame 2 - Locking 5" Casters 2 - Adjustable legs 2 - Safety Nuts		4 ea.	\$ _____	\$ _____
	Werner Aldek 4102 or equal				
b.	4' High Upper Section 2 - Horizontal Braces 2 - Diagonal Braces 2 - End Frame Assemblies End Frame Assembly includes: 1 - End Frame 2 - Interlock Clips		2 ea.	\$ _____	\$ _____
	Werner Aldek 4108 or equal				
c.	5-1/2' High Upper Section 2 - Horizontal Braces 2 - Diagonal Braces 2 - End Frame Assemblies End Frame Assembly includes: 1 - End Frame 2 - Interlock Clips		3 ea.	\$ _____	\$ _____
	Werner Aldek 4105 or equal				

Offeror _____

<u>Item No.</u>	<u>Description</u>	<u>Manufacturer's Brand Name & No.</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Bid Price</u>
GROUP III. (continued)					
d.	6-3/4' High Upper Section 2 - Horizontal Braces 2 - Diagonal Braces 2 - End Frame Assemblies End Frame Assembly includes: 1 - End Frame 2 - Interlock Clips		1 ea.	\$ _____	\$ _____
	Werner Aldek 4128 or equal				
e.	Guard Rail Assembly 42" High 4 - Horizontal Braces 2 - End Frame Assemblies End Frame Assembly includes: 1 - End Frame 2 - Interlock Clips		2 ea.	\$ _____	\$ _____
	Werner Aldek 4111 or equal				
f.	Outrigger Rolling Supports (Set of 2 Pairs) Pair consists of: 2 Diagonal Braces 2 Outrigger Frames Outrigger Frame includes: 1 Support Frame 2 Locking 5" Casters 2 Adjustable Legs 2 Safety Nuts		4 ea.	\$ _____	\$ _____
	Werner Aldek 4119 or equal				

Offeror _____

<u>Item No.</u>	<u>Description</u>	<u>Manufacturer's Brand Name & No.</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Bid Price</u>
GROUP III.	(continued)				
24.	Snap-Up Folding Scaffold Narrow Span, Aluminum 29 inch Wide, 8 feet Length, 80-1/4 inch High				
	Includes:				
	1 - Span Scaffold Board				
	2 - Diagonal Brace Assemblies				
	1 - Horizontal Brace Assembly				
	2 - End Frame Assemblies with Retainer Assemblies				
	End Frame Assembly includes:				
	1 - End Frame Sub Assembly				
	2 - Locking 5" Casters				
	2 - Safety Lock Nuts				
	2 - Adjustable Legs				
	Werner Aldek 4152 or equal		3 ea.	\$ _____	\$ _____
25.	Folding Aluminum Mobile Work Platform, 4 feet Length				
	Werner Aldek 4154 or equal		4 ea.	\$ _____	\$ _____
26.	Folding Aluminum Mobile Work Platform, 6 feet Length				
	Werner Aldek 4156 or equal		2 ea.	\$ _____	\$ _____
27.	Plank Plywood Deck				
	a. 19-1/16 inch Width, 8 feet Length				
	Werner Aldek 5308-19 or equal		2 ea.	\$ _____	\$ _____
	b. 24 inch Width, 8 feet Length				
	Werner Aldek 5308-24 or equal		2 ea.	\$ _____	\$ _____
	TOTAL SUM BID - GROUP III - (Items 22-27):				\$ _____

Offeror _____

Bidder shall furnish the following information:

1. Business firms and/or government agencies to whom bidder has sold Ladders, Planks, and Scaffolds similar or identical to that specified herein:

	<u>Firm or Agency</u>	<u>Contact Person</u>	<u>Phone No.</u>
a.	_____	_____	_____
b.	_____	_____	_____
c.	_____	_____	_____

2. Bidder information:

- a. Company/address where Ladders, Planks and Scaffolds will be manufactured:
 - 1) Ladders: _____
 - 2) Planks: _____
 - 3) Scaffolds: _____
- b. Contractor's Representative: _____
- c. Telephone No.: _____ Facsimile No.: _____

Offeror: _____

SPECIFICATIONS

Minimum specifications for:

Group I. - Ladders to be R.D Werner Co., model numbers as specified in Items 1 through 21, or equal.

Aluminum Ladders:

Type IA - 300 Lbs. Duty Rating
Extra Heavy Duty Industrial Use
Must Meet or Exceed ANSI CODE A14.5(1992) for Aluminum
Ladders
Complies with OSHA CODE for usage in the workplace.
Must comply with U.L. STANDARDS.

Fiberglass Ladders:

Type IA - 300 Lbs. Duty Rating
Extra Heavy Duty Industrial Use
Must Meet or Exceed ANSI CODE A14.2(1990) for Fiberglass
Ladders
Complies with OSHA CODE for usage in the workplace.

Group II. - Planks to be Stinson Sale Co., model number as specified in Items 16, 21, or equal

Complies with OSHA CODE Requirements
Rated at Maximum Load Capacity of 500 lbs.

Group III. - Scaffolds to be R.D. Werner Co., model number as specified in Items 22 through 27, or equal.

Must Meet or Exceed ANSI CODE A10.8(1977) for Metal
Scaffolding Devices
Complies with OSHA CODE for usage in the workplace.
Must comply with U.L. STANDARDS.

SPECIAL PROVISIONS

SCOPE

The furnishing and delivering of Ladders, Planks and Scaffolds for the Department of Accounting and General Services, Central Services Division, shall be in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions dated September 1, 1995, included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

OFFICER-IN-CHARGE

For purpose of this contract, the following named individual or his duly authorized representative shall be designated the Officer-in-Charge (OIC): Mr. Glenn Nishimoto of Central Services Division, telephone number (808) 831-6741.

BIDDER'S AUTHORITY TO BID

The State will not participate in determinations regarding a bidder's authority to sell this product. If there is question or doubt regarding a bidder's right or ability to obtain and sell a product, the bidder should resolve that question prior to submitting a bid. If a bidder offers a product that meets specifications and is acceptable and the price submitted is the lowest price bid, the contract will be awarded to that bidder.

MULTIPLE OR ALTERNATE BIDS

An offeror may submit only one bid in response to a solicitation. If an offeror submits more than one bid in response to a solicitation, then all such bids will be rejected.

Similarly, an offeror may submit only one bid for each line item (if any) of a solicitation. If an offeror submits more than one bid per line item, then all bids for that line item will be rejected.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If Offer Form, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature indicating the offeror's intent to be bound.

Bid Quotation. Bid price(s) shall be based on delivery to destination and shall include all applicable taxes, freight charges and any other cost incurred in the performance of this contract.

Tax Clearance. An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Services (IRS) must be submitted with your sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in services at IRS Maui and Hawaii offices, and none on Kauai.

Tax Clearance (continued)

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. We recommend that you mail it to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in services may result in waiting in line at both agencies.

For your information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTX approval stamp date:	7/1/96
IRS approval stamp date:	7/5/96
Tax Clearance valid:	7/5/96 to 8/18/96

The tax clearance submitted with your sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with your offer will remain valid for the contract award.

Since this a new process, however, and a mail-in application is encouraged, we will accept for the purpose of this solicitation a completed SPO Form Temp B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if you are unable to obtain a tax clearance by mail in time to include it with your sealed offer. See attached pink NOTICE for the SPO Form TEMP B.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Tax Liability. The following information is provided to assist vendors in determining their tax liability under this solicitation. For additional information and assistance, bidders may call the State of Hawaii Department of Taxation, telephone (800) 222-3229 or (808) 587-1455.

The "State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation", Publication 1 (November 1993) is included herein.

Hawaii Vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii general excise tax (GET) license, is liable for the Hawaii GET, currently 4%, and applicable use tax, currently 1/2%, resulting from this solicitation.

Out-of-State Vendors. If an out-of-state vendor does not possess a Hawaii GET license, but has "sufficient presence in Hawaii", then such vendor is advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, Hawaii Revised Statutes (HRS), at the current 4% rate, and the use tax imposed by Chapter 238, HRS at the current 1/2% rate.

To determine whether an out-of-state vendor not possessing a Hawaii GET license has "sufficient presence in Hawaii" and therefore subject to the taxes, vendor shall complete and submit with their offer, the attached Tax Equalization Certificate. Failure to complete the certificate may result in rejection of the offer or application of the tax equalization provision.

Tax-Exempt Vendors. If an offeror is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET and use tax under this solicitation, shall be increased by the current rates of the GET and the applicable use tax. Under no circumstances shall the dollar amount of the award include the aforementioned adjustment.

BRAND/MANUFACTURER'S NAME AND MODEL NUMBER

All bidders must identify on OFFER FORM pages OF-2 through OF-6, the exact brand or manufacturer's name and exact product model number, order number or other identifier(s), of the product offered. Failure to do so or the inclusion of remarks such as "as specified" shall be sufficient grounds for rejection of the bid item. If additional space is needed to provide complete product identification, bidders may attach a separate sheet for that purpose. If any of the called for elements of product information are missing from the bidder's offer, the State will not be able to determine from the information given whether the product is acceptable or not.

No bidder will be allowed to clarify product identification after bid opening. This is to ensure that all bids are submitted under the same conditions with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers.

Brand names specified herein set a standard of quality for products desired, but is not intended to restrict bidders to the brand specified. Other brands may be offered provided they are equal to or exceed the quality of the brands specified. Bidders who offer a brand as an "or equal" shall, upon request the State Procurement Office, furnish the State with manufacturer's specifications literature and/or samples of the item(s) offered within two (2) working days after the request is made. Failure to comply may be cause for automatic rejection of the bidder's offer. The State of Hawaii reserves the right to be the sole judge of the acceptability of the product.

METHOD OF AWARD

To be considered for award, bidder shall bid on all items within the group.

Award(s), if any, will be made to the lowest responsive, responsible bidder submitting the lowest Total Sum Bid for each group.

CONTRACT EXECUTION

For contract award totaling \$10,000 or more, the State shall forward a formal contract to the successful offeror for execution. The contract shall be signed by the successful vendor and returned within ten (10) calendar days after receipt by the vendor as specified on Section 3.3 of the General Terms and Conditions. No performance or payment bond is required.

PRODUCT QUALITY

The Ladders, Planks and Scaffolds under these specifications shall be new, the best quality of its respective kind, and shall be free from defects which may render it unfit for use. Damaged or rejected items shall be immediately replaced with items of the quality required by these specifications.

Failure to replace any rejected items shall not relieve Contractor from the responsibility imposed upon him by the contract.

No payment, whether partial or final, shall be construed to be an acceptance of defective materials.

The State may, at any time by written order, stop any work or delivery of specific products not conforming to these specifications. Such stop order shall not relieve the Contractor of his obligation to complete his contract within the contract time limits, nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

WARRANTY

Product delivered shall be guaranteed by the Contractor for a minimum of ninety (90) after acceptance or as warranted by the manufacturer, against defects resulting from the use of defective or inferior materials or from negligent workmanship, or against all design and manufacturing defects.

Contractor shall replace any defective product at no cost to the State during the warranty period, provided such defects are not due to abuse or negligence on the part of the State.

DELIVERY AND ACCEPTANCE

The Ladders, Planks and Scaffolds shall be delivered within thirty (30) days after receipt of Notice to Proceed. Prior to shipment the Contractor shall contact the Officer in Charge to coordinate delivery. Delivery shall be made to the following address:

Department of Accounting and General Services
Central Services Division
729 Kakoi Street
Honolulu, Hawaii 96819

Attention: Glenn Nishimoto, OIC
Telephone: 831-6741

DELIVERY EXTENSION

Contractor shall complete delivery within the time allowed in the contract. If the Contractor fails to deliver within the time allowed, liquidated damages as specified below shall apply. However, Contractor will not be held responsible for delay due to reasons beyond his/her control, reasons for such delay, as soon as practicable, and requests extension prior to the delivery deadline. Requests for extensions will not be considered without documents that clearly substantiates that the causes for delay were, in fact, beyond the control of the Contractor. Substantiating documents shall accompany the request and requests for extension will be denied without the documents. The State shall be the sole judge of whether such delay is truly beyond the control of the Contractor and whether extension will be granted.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of TWENTY-FIVE DOLLARS (\$25.00) for each and every calendar day the Contractor delays in the completion of any item of his contract after the required date of said completion.

INVOICING

The **original and three (3) copies** of the invoice shall be submitted to the delivery address specified herein and shall reference the contract number assigned to the contract.

The tax clearance submitted with your invoice for final payment requires both DOTAX and IRS approvals. The clearance submitted earlier is not acceptable for final payment purposes. You must obtain a new tax clearance form DOTAX and IRS and it must be an original (certified copy is not acceptable), not over 45 days old, with box 3.a. of the **Tax Clearance Application (Form A-6)** completed for a specific contract, purchase order or job number.

PAYMENT

Section 103-10, Hawaii Revised Statutes (HRS), provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery and acceptance of goods to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulations, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be canceled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No.: IFB/RFP-_____

Description: _____

(To be filled in by prospective offeror)

Out-of-State offerors not possessing a Hawaii General Excise Tax (GET) license must answer all questions:

Yes No
(check only one)

- | | | | |
|----|--|-------|--------|
| 1. | Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)? | _____ | _____ |
| 2. | Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | _____ | _____ |
| 3. | Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | _____ | _____ |
| 4. | Will your business provide any services in the SOH under the contract to be awarded? | _____ | _____* |

*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s):

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, HRS, at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the tax equalization provision described in Section 103-53.5, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____